

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR CITY ARCHIVES

REQUEST FOR PROPOSAL:

**HISTORIC CITY ATLAS/MAP PRESERVATION:
CONSERVATION, ENCAPSULATION & SCANNING**

RFP # 09-28

SEPTEMBER 2008

David B. Cohen, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

www.ci.newton.ma.us/bids

Fax (617) 796-1227

September 11, 2008

ADDENDUM #2

REQUEST FOR PROPOSAL #09-28

HISTORIC ATLAS/MAPS PRESERVATION

THIS ADDENDUM IS TO: **Provide answers to the following questions:**

Q1. How many atlases are to be preserved? and what are the sizes?

A1. Newton Atlases for Restoration:

Date	Publisher	Cover size	Map Size Open
1874	FW Beers & Co.	15.5 x 18	26.5 x 17.5
1886	JB Beers & Co.	16 x 20.5	30 x 19.5
1895	GW Bromley & Co	17 x 20.5	28.5 x 20
1907	GW Bromley & Co	17 x 20.5	31.5 x 22.5
1917	GW Bromley & Co	17 x 23	32 x 22
1929	Barnes & Beal	18.5 x 22.5	32 x 22.5

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

September 5, 2008

ADDENDUM #1

INVITATION FOR BID #09-28

HISTORIC ATLAS/MAPS PRESERVATION

THIS ADDENDUM IS TO: **Provide additional information on Valuable Papers Insurance:**

The coverage for Valuable Papers Insurance shall be:

\$1,000,000 per occurrence

\$3,000,000 aggregately

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

THE CITY OF NEWTON
CITY ARCHIVES
REQUEST FOR PROPOSAL # 09-28
HISTORIC CITY ATLAS/MAP PRESERVATION:
CONSERVATION, ENCAPSULATION & SCANNING

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for the conservation, encapsulation & scanning of historic atlases within the Newton City Archives, comparative judgments of technical factors, in addition to price, will be necessary. The City believes that the firm serving in this capacity must have a broad range of experience which incorporates historic atlas and book restoration, archival paper preservation and repair techniques, archival scanning of atlases and documents, and traditional book binding techniques.

II. INSTRUCTIONS TO PROPOSERS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Rm#204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than: **10:00 a.m., September 18, 2008.**

Pre-proposal meeting will be held **10:00 a.m., September 11, 2008** in the Purchasing Department, Rm#204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459*.

All submissions must contain **two separate sealed envelopes:**

a “**Technical Proposal**” and a “**Price Proposal**,” (see Attachment - A enclosed) submitted in separate sealed envelopes, clearly marked
“**RFP #09-28 – HISTORIC CITY ATLAS/MAP PRESERVATION - TECHNICAL PROPOSAL**” and
“**RFP #09-28 – HISTORIC CITY ATLAS/MAP PRESERVATION - PRICE PROPOSAL**”.

No reference to price shall be made in the technical submission, any proposal containing such information shall be cause for rejection; all price information must be contained in the envelope clearly marked “Price Proposal.”

Proposer must submit **four (4) copies of the Technical Proposal** and one (1) copy of the Price Proposal. Proposals shall be formatted in the same order as they appear in this RFP. Page numbers shall appear in the footer of each proposal.

Faxed proposals shall not be accepted

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online at: www.ci.newton.ma.us/bids.

- B. **QUESTIONS:** Inquiries involving procedural, technical, and contractual matters should be directed in writing 72 hours prior to the submittal date to:

Re Cappoli, *Chief Procurement Officer*
Purchasing Department -City of Newton
1000 Commonwealth Avenue
Newton, MA 02459
FAX (617) 796-1227
e-mail: purchasing@newtonma.gov

Please note that the Pre-Proposal meeting **location has been changed from what was originally advertised.*

All questions received within 72 hours of the submission date will be answered in the form of an addenda.

- C. **ADDENDUM:** All information shall be put into the form of an Addendum. Each addendum will be posted on the City's web site at www.ci.newton.ma.us/bids under the document # and will be faxed to those listed on the Bidder's list as having received (picked-up or downloaded) the RFP. If you have downloaded the RFP please be sure to email us at purchasing@newtonma.gov with your Company Name, Address, Phone and Fax numbers and what RFP number you have downloaded. **Be sure to acknowledge each addendum on the first page of your TECHNICAL PROPOSAL.**
- D. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposal in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information. Any questions must be submitted in writing to the Chief Procurement Officer at the above address or may be faxed at 617-796-1227.
- E. **SITE VISIT: Pre-proposal** meeting will be held **10:00 a.m., September 11, 2008** in the Purchasing Department, Rm#204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459*. Each proposer shall meet with the City Clerk to view the material to be worked on before submitting a proposal. If a proposer does not attend the Pre-bid conference, they may contact David Olson, City Clerk at (617) 796-1200.
- F. **EVALUATION OF PROPOSALS:** The Technical proposals shall be evaluated by members of the City of Newton's City Clerk's Office, Engineering Office, and Museum who shall prepare their evaluation based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.

Upon completion of the technical evaluation, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

The contract award will be made within 60 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP.

- G. **TIMELINE:**
- | | |
|---------------------|---------------------------------|
| RFP Issued: | 10:00 a.m., September 4, 2008 |
| Pre-Proposal Mtg: | 10:00 a.m., September 11, 2008* |
| Submittal Deadline: | 10:00 a.m., September 18, 2008 |

Please note that the Pre-Proposal meeting **location has been changed from what was originally advertised.*

III. SCOPE OF WORK

A. Introduction

The City of Newton through its City Clerk's Office, seeks a qualified firm to undertake the conservation, preservation, repair, encapsulation, and color scanning of historic Newton City Atlases/maps held in the City of Newton Archives and City Engineer's Vault. The City Archives holds vital records and legal documents relating to the history of the government of Newton from 1680 to the present. Newton's archives are one of the city's most important historic resources and are a rich repository of information about Newton residents and government.

This proposal constitutes a component of the second phase of a two-phase plan to preserve, conserve and repair volumes of vital records indexes, engineering indexes, and atlases/maps in the vaults of the City Clerk and City Engineer. This component of the second phase will concentrate on 6 volumes of atlases from the years 1874, 1886, 1895, 1907, 1917, and 1929, all of which have been deemed in need of "immediate" care.

The implementation of this component is scheduled to start in September 2008 and must be completed by December 31, 2008. The selected firm will be required to complete certain tasks on or before defined deadlines for the dollar amounts shown here. The project is funded through a grant from the Community Preservation Act through the City of Newton. All supplies necessary to complete the work must be provided by the contractor. No other expenses, fees, or salaries will be provided or reimbursed. No employee benefits are provided.

B. Project Area

The project will include the preservation, conservation, repair, encapsulation, and color scanning of 6 volumes of atlases/maps deemed in need of “immediate” attention which are held in the City Clerk’s and Engineering Department’s Office Vaults located in Newton City Hall. All preservation, conservation, repair, encapsulation and scanning work to be completed at the successful firm’s facilities. Prior approval will need to be granted for any work to be subcontracted.

C. Funding Source

Funds for this project have been provided by the City of Newton through Community Preservation Act Funds.

D. Specifications

The proposer will undertake the responsibilities listed below in pursuit of the following objectives.

E. Project Objectives

The Atlases/Maps held in the City Clerk and City Engineer’s vaults are actively used resources that provide information necessary to serve Newton’s residents. The six volumes of atlases/maps included in this project date from 1874 to 1929. These atlases/maps are one element of the City of Newton Archives which actively manages a growing collection of historical documents dating from 1679 to the present, including ongoing series of municipal documents which include vital records, Selectmen’s and Aldermanic documents, Assessors records, Annual Reports, Annual Budgets, and other departmental documents. The active and ongoing use of this material reinforces the value of the archives to the community while fulfilling the City’s legal responsibility to provide access to public documents.

The overarching goal of this project is to preserve and make accessible Newton’s Historic Archival Material located in the vaults of the City Clerk and the City Engineer. To achieve this goal, the project will undertake the following tasks:

1. Preserve records that are in danger of being lost due to overuse that are housed in the City Clerk’s and Engineering Department’s vaults.
2. Create alternate means of access to historic records in order to accomplish the permanent preservation of original material. This will be accomplished by creating digital images of the originals as they are preserved to allow for computer access.
3. Meet our legal obligations as defined in Massachusetts General Law Chapter 66 Section 9. Preservation and copying of worn, etc., records

Section 9. Every person having custody of any public record books of the commonwealth, or of a county, city or town shall, at its expense, cause them to be properly and substantially bound. He shall have any such books, which may have been left incomplete, made up and completed from the files and usual memoranda, so far as practicable. He shall cause fair and legible copies to be reasonably made of any books which are worn, mutilated or are becoming illegible, and cause them to be repaired, rebound or renovated. . .

The total projected budget for this component of the project’s second phase of conservation work is not to exceed \$10,000.

F. Responsibilities

The successful firm will work with the City Clerk to undertake this project. The firm will be responsible for developing a plan of action and undertaking the required work. All conservation work should return the atlases/maps to a sound functioning condition with the least alteration of its historic appearance. The firm will communicate with the City Clerk’s Office and provide updates on the work progress and be available to speak with Community Preservation Act Committee members, Aldermen, and Department personnel when needed.

Planning, Project Development, and Management

The successful firm will:

- ✓ Assess the condition of each of the 6 volumes of atlases/maps that have been identified as in need of attention. The firm will create an information log noting the current condition of each volume and the course of action that will be followed to undertake the conservation and repair of the volume.
- ✓ Once a volume has been assessed it will be dismantled, cleaned, repaired, and then scanned in color using the most current and acceptable methods for work on historic documents. All procedures to be performed by the successful firm will be in accordance with generally accepted standards of conservation and restoration practice. Alterations, changes or insertions of new material into any record is strictly forbidden.
- ✓ Create a treatment report, referenced to the information log, that will provide details of the conservation, cleaning, and repair work done on each volume.
- ✓ Encapsulate the atlases pages and finish with an appropriate binding type, as determined by the conservation methods employed. Title Stamping on the volumes to follow the same as the originals.
- ✓ Complete all restoration work within a period of approximately 8 weeks, beginning on the date of receipt of each item.
- ✓ Be able to accommodate at least 3 atlases at a time.

G. Communications

The successful firm must have tracking systems located in its facility for instant tracking of material and must provide document search support via a toll free number while the atlases are in their custody. Firm must be able to TRANSMIT REQUESTED SPECIFIED INFORMATION AND/OR IMAGES from atlases which are being restored to the Clerk's Office in the City of Newton within 24 hours.

H. The schedule and deliverables for this project follow:

Task One:

Evaluate the 6 atlas volumes deemed in need of "immediate" attention. Complete an inventory form that details problems and repairs required for each of the volumes.

Deliverables: An information log detailing the condition of each volume.

Subtasks include:

Maintaining an INFORMATION LOG for each volume noting the following:

- **Condition of document upon receipt**
- **# pages and proper pagination, blank pages**
- **Presence of pressure sensitive material**
- **Presence of previous repairs**
- **Presence of staples, paper clips, brads, etc.**
- **Presence of acidic glues**
- **Identity of certificates/records (manuscript, photostat, originally typed, etc.)**
- **Notation of original lettering on spine and covers**
- **Loose pages or attachments**
- **Special characteristics**
- **Any other information pertinent to the identification of the volume**

I. Task Two: Dismantle Bindings and undertake the Conservation and Repair Work

Subtasks include:

DISMANTLE BINDINGS completely, following accepted archival restoration guidelines. Extreme care must be taken not to cut the spine and folds of the section off the backs of the documents; therefore, cutting or chopping is not acceptable. The atlas blocks must be well cleaned and carefully disassembled.

- **Remove all original binding materials and adhesive residues.**
- **Remove staples, paper clips, brads, etc.**
- **Remove pressure sensitive tape and old glue.**
- **Remove any sheets that are blank on both sides.**
- **For books to be Mylar encapsulated manually separate folios into single sheets.**

SURFACE DRY CLEAN all paper as necessary and prudent by accepted archival methods.

REPAIR/RESTORE

Mend/Reinforce

- **Mend and guard paper tears. Mending tissue to be lightweight, closely matched in color and flexibility, eliminating formation of a breaking point in the sheet (Gampi or proven equal for tear repairs, Koso, Sekishu or proven equal for guarding). Adhesive for all tear repairs and guarding of folios to be ethyl cellulose paste or proven equal.**
- **Sufficient press time to be allowed after mending to insure paper will not cockle and that text block lies flat with no external pressure.**
- **Reinforce weak or tattered sheets to maintain mechanical integrity of document.**
- **Repair or replace index tabs as necessary.**

Trim/Flatten

- **Any sheets needing trimming must be neatly hand-trimmed to consistent size for uniformity and appearance.**
- **Flatten sheets as necessary.**
- **Deacidification**
- **For each atlas page/folio, deacidification and buffering to be done by the following method:
Non-aqueous spray method using magnesium oxide (Bookkeeper).**

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J. Task Three: Scan in color the pages repaired in Task Two

Subtasks include:

SCAN each page or folio before rebinding

Digital Imaging

- **Each page or folio must be digitally scanned and saved in the .TIFF image format.**
- **Digital Images will be saved to Compact Discs and be stored in cases labeled in the same format as the books and microfilm boxes. One book per CD.**
- **Folio pages must be scanned as folio pages.**
- **Scans must be a minimum of 300 dpi**

K. Task Four: Complete rebinding of material.

Subtasks include:

RE-SEW /REBIND

Encapsulated Records:

- **Encapsulate sheets where necessary utilizing 3 mil archival grade polyester envelopes.**
- **Polyester must be Mylar Type D or equivalent. Envelopes to be of uniform size with heat seal weld on edges (not ultrasonic weld).**
- **Envelopes to be placed in Public Record binders: Tenacity TMC or equivalent, hard back covered type with piano hinge.**
- **Loose leaf volumes to be in binders as follows:**
- **Cover material of customer's choice**
- **Metals of .035 gauge polished nickel plated cold-rolled steel**
- **Upright rough post diameter as necessary - 5/16 or as original**
- **Binders to be lettered on spine with gold foil and according to stamping**
- **information supplied by vendor and approved by clerk.**

TITLE STAMPING to be reviewed and approved in advance by Newton's City Clerk. Title Stamping will generally follow the same format/style of originals. If any titling, dates or other information from an original volume is found or noted to be in error, the clerk will be notified to determine if correction would be appropriate. Any changes would be approved by the clerk.

L. Task Five: Create a TREATMENT REPORT, referenced to information log, to be provided for each completed volume to be returned with each volume.

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IV. MINIMUM QUALIFICATIONS CRITERIA

All proposers must provide all information necessary to demonstrate their compliance with all Minimum Criteria identified herein. Proposers who do not meet the Minimum Criteria will be considered non-responsive. Please organize your responses in the proposal to answer each question as asked.

- 1. Proposer must have at least 10 years experience and a proven track record of high quality, professional work in the conservation, cleaning, repair, and deacidification of historic books, maps, atlases, and records.**
- 2. Proposer must provide evidence of their experience working with Massachusetts municipal or regional governments on at least 2 projects focused on the preservation of historic books, maps, atlases, and records.**
- 3. Proposer must be able to demonstrate that they can complete all tasks in-house or must identify and list all subcontractors, their locations, and the work that they will do.**
- 4. Proposer must demonstrate that they have at least 8 years experience working with historic atlases and undertaking conservation, cleaning, and repair work on both sewn and post bindings as well as wood, rag, and linen papers, and all types of book coverings including leather and cloth.**
- 5. Proposer must provide five (5) references that can document the firm's successful completion of Atlas Preservation Projects in New England.**
- 6. Proposer must provide resumes of all key personnel who will be assigned to the project.**

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V. COMPARATIVE EVALUATION CRITERIA

Proposers should submit technical information that demonstrates experience or achievement in the following categories. Please organize your responses in the proposal to answer each question as asked. Proposals will be evaluated based on the following criteria:

1. The extent of the proposer's experience in the repair, preservation and cleaning of historic books, documents, and atlases:

- | | |
|------------------------------|--|
| Highly advantageous : | Eleven (11) or more years of experience in the repair, preservation and cleaning of historic books, documents, and atlases s. |
| Advantageous: | Eight (8) to ten (10) years of experience in the repair, preservation and cleaning of historic books, documents, and atlases. |
| Not advantageous: | Less than eight (8) years of experience in the repair, preservation and cleaning of historic books, documents, and atlases. |

2. The extent of the proposer's experience in the conservation, cleaning, repair, and encapsulation of historic atlases owned by municipal governments:

- | | |
|-----------------------------|---|
| Highly advantageous: | The successful completion of ten (10) or more conservation projects on municipally owned historic atlases. |
| Advantageous: | The successful completion of five (2) to nine (9) conservation projects on municipally owned historic atlases. |
| Not advantageous: | The successful completion of less than two (2) conservation projects on municipally owned historic atlases. |

3. The extent of the proposer's experience in the color scanning of historic atlases owned by municipal governments:

- | | |
|------------------------------|--|
| Highly advantageous : | The successful completion of five (5) or more color scanning projects on municipally owned historic atlases. |
| Advantageous: | The successful completion of two (2) to four (4) color scanning projects on municipally owned historic atlases. |
| Not advantageous: | The successful completion of less than two (2) color scanning projects on municipally owned historic atlases. |

4. The extent of the proposer's experience in project management, demonstrating organizational skill and effective project management:

- | | |
|-----------------------------|--|
| Highly advantageous: | Submission of three (3) or more examples of like projects managed by the proposer, with an explanation of the organizational and management challenges and the ways in which they were met. |
| Advantageous: | Submission of two (2) examples of like projects managed by the proposer, with an explanation of the organizational and management challenges and the ways in which they were met. |
| Not advantageous: | Submission of one (1) example of a like project managed by the proposer or none that are significant. |

5. The extent the proposer has in meeting deadlines:

- | | |
|-----------------------------|--|
| Highly advantageous: | Submission of four (4) or more examples of meeting deadlines. |
| Advantageous: | Submission of two (2) to three (3) examples of meeting deadlines. |
| Not advantageous: | Submission of one (1) example of meeting deadlines. |

VI. CONTRACT TERMS AND CONDITIONS

A. PERFORMANCE OF SERVICES

Under the awarded contract the Proposer shall agree to the following:

1. Proposer shall at all times perform their services in accordance with the highest professional standards of skill, care and diligence.
2. The proposer shall not sell, assign or transfer this contract.

B. CONTRACT TERM

Under the Contract awarded the Proposer agrees to adhere to the time requirements, schedules and deliverables in the contract. The contract term will extend from day of contract execution through December 31, 2008.

C. COMPENSATION

1. Compensation shall not exceed the amount allotted in the contract and according to the task and schedule of the contract.
2. Proposer shall submit invoices after the completion of a task directly to the City Clerk. The invoice shall include a description of services performed in such form and detail and with such supporting data as the City of Newton may request.
3. The City will use best efforts to pay invoices within 30 days, following approval of the received invoice.
4. There will be no compensation for services not included in the contract scope of work.

D. OWNERSHIP OF MATERIAL

Under a contract awarded, the Proposer's proposal and all materials developed and other material, including data and material stored on electronic media, furnished during the course of this project shall become the City of Newton's property and may be used by these entities in such manner and for such purposes as they may deem advisable, without further employment of or additional compensation to the proposer.

E. COMPLIANCE WITH LAW AND REGULATIONS

Under the contract awarded, it is the Proposer's responsibility that the contract be conducted and that all services and other work performed by the proposer under the contract be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes.

F. EQUAL OPPORTUNITY EMPLOYMENT

In connection with the performance of work under the contract awarded, the Contractor shall not discriminate against any employee, or applicant for employment because of race, color, religion, creed, national origin, ancestry, gender, age or handicap. The Contractor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (MCAD), One Ashburton Place, Boston, MA 02108, Tel. (617) 727-3990, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Contractor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

G. CERTIFICATIONS BY SUCCESSFUL PROPOSER

By execution of a contract with the City of Newton, the Contractor certifies:

1. The Contractor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract.
2. No subcontractor to the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the subcontractor of a contract by the Contractor.
3. No person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in

obtaining the contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Contractor.

H. TAXES

By submittal and signature of a Proposal for this RFP and pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Proposer, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Proposer is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

I. CONFLICT OF INTEREST

By execution of a contract with the City of Newton, the Contractor acknowledges that the City of Newton is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Contractor based on said statute.

END OF SECTION

CITY OF NEWTON - PRICE PROPOSAL

**This form must be completed and placed in a separately sealed envelope marked: “RFP # 09-28 Price Proposal-
HISTORIC CITY ATLAS/MAP PRESERVATION: CONSERVATION, ENCAPSULATION & SCANNING”**

TASK ONE: \$ _____

TASK TWO: \$ _____

TASK THREE: \$ _____

TASK FOUR: \$ _____

TASK FIVE: \$ _____

GRAND TOTAL OF TASKS 1-5 \$ _____

The undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone / Fax)

(E-mail address)

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY – CONTRACTOR AGREEMENT

Contract No. C-

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its *Chief Procurement Officer* but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of HISTORIC CITY ATLAS/MAP PRESERVATION: and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposals No. 09-28- Historic City Atlas/Map Preservation: Conservation, Encapsulation & Scanning, dated _____, issued by Re Cappoli, *Chief Procurement Officer* (hereinafter "Request for Proposals");

--Technical and Price Proposal of _____ and dated _____, respectively and signed by _____ (hereinafter, "Contractor's Proposal");

2. Scope of Work

The Contractor shall perform all services and tasks in the City of Newton's Request for Proposals No. 09-28 and the Contractor's response thereto. The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

3. Term of Agreement

The term of this Agreement shall begin on day of contract execution and all work shall be completed no later than December 31, 2008. This contract shall not exceed \$_____.

4. Payment procedures

Compensation shall not exceed the amount allotted in the contract and according to the task and schedule of the contract.

Task1: \$_____, **Task 2:** \$_____, **Task 3:** \$_____, **Task 4:** \$_____, **Task 5:** \$_____

Proposer shall submit invoices after the completion of a task directly to the City Clerk. The invoice shall include a description of services performed in such form and detail and with such supporting data as the City of Newton may request.

5. Indemnification

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of his/her employees and agents hereunder and agrees that s/he will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

6. Insurance

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with an arrangement of coverage including products liability and contractual liability, and limits of liability of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate for bodily injury. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

The Contractor will provide the City with a certificate of insurance reflecting Valuable Papers coverage.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. Non-assignability

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

9. Entire Agreement

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

IN WITNESS WHEREOF, the parties have set their hands and seals to this and four like originals.

CONTRACTOR

By _____
Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number
_____1_____

I further certify that the Mayor is
authorized to execute contracts and
approve change orders

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
City Clerk

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACTS & BONDS APPROVED

By _____
David B. Cohen, *MAYOR*

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MGL c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of MGL c. 62C, § 49A.